Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense activities and private firms. In addition, Army Industrial Facilities are available to sell manufactured articles or to perform work at such Facilities on behalf of Offerors, in certain circumstances and as permitted by law. Rock Island Arsenal, Watervliet Arsenal, Anniston Army Depot, Sierra Army Depot, and Red River Army Depot have expressed interest in securing subcontracting opportunities under this RFP. For information related to the capabilities of these facilities, and Points of Contact, see www.gsie.army.mil

[End of Notice]

over guidance found on the TACOM contracting web page.

Reference No. of Document Being Continued

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Name of Offeror or Contractor: Honeywell international inc. (Formerly known as allieds

SECTION A - SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
A-1	52.204-4016	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at http://contracting.tacom.army.mil/ebidnotice.htm for more information. Any requirements included in the solicitation take precedence
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil
- (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at http://www.ecrc.ctc.com

[End of Clause]

A-2 52.214-4003 ALL OR NONE MAR/1998 (TACOM)

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

[End of Clause]

A-3 52.215-4854 PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS JUL/2002 (TACOM) SOLICITATION/REQUEST

TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0453 MOD/AMD

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Name of Offeror or Contractor: Honeywell international inc. (formerly known as allieds

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 0000-00-000-0000 FSCM: 00000 PART NR: 12284500-1 SECURITY CLASS: Unclassified				
	(End of narrative A001)			NOT TO EXCEED	\$141,716,695.32
0001AA	INCREMENT 9 PRODUCTION QUANTITY	125	EA	\$_UNDEFINITIZED	\$ 42,515,025.00
	NOUN: CONTAINERIZED AGT 1500 ENGINE PRON: J54BEN0147 PRON AMD: 02 ACRN: AA AMS CD: NFV001 FMS CASE IDENTIFIER: EG-B-NFV				
	Source Controlled P/N: Honeywell Int'l (99193) 3-000-000-18, Rev. G, Dated: May 2004 with (19207) 12302100 container (End of narrative B001)				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: I/A/W P/N 12302100 LEVEL PRESERVATION: Military LEVEL PACKING: A				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV3325D102 BEG003 L BEG800 1 PROJ CD BRK BLK PT GGX DEL REL CD QUANTITY DEL DATE 001 2 30-DEC-2005				
	002 3 30-JAN-2006				
	003 4 28-FEB-2006				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0453 MOD/AMD

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Name of Offeror or Contractor: Honeywell international inc. (Formerly known as allieds

ITEM NO	SUPPLIES/SERVICES		QUANTITY	UNIT	UNIT PRICE AMOUNT		
	004	6	30-MAR-2006				
	005	6	28-APR-2006				
	006	4	30-MAY-2006				
	007	4	30-JUN-2006				
	008	4	31-JUL-2006				
	009	4	31-AUG-2006				
	010	4	29-SEP-2006				
	011	4	31-OCT-2006				
	012	4	30-NOV-2006				
	013	4	29-DEC-2006				
	014	4	31-JAN-2007				
	015	4	28-FEB-2007				
	016	4	30-MAR-2007				
	017	4	30-APR-2007				
	018	4	30-MAY-2007				
	019	4	29-JUN-2007				
	020	4	31-JUL-2007				
	021	4	31-AUG-2007				
	022	4	28-SEP-2007				
	023	4	30-OCT-2007				
	024	4	30-NOV-2007				
	025	4	31-DEC-2007				
	026	4	31-JAN-2008				
	027	4	29-FEB-2008				
	028	4	31-MAR-2008				
	029	4	30-APR-2008				
	030	4	30-MAY-2008				
	031	4	30-JUN-2008				
	FOB POINT: Or	igin					
	(BEG003) DH	EL POST ADDRESS L DANZAS AIR &	OCEAN				
	TE	L 410 859 4170	FAX 410 859 3105				

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Name of Offeror or Contractor: Honeywell international inc. (formerly known as allieds

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	7465 M CANDLEWOOD ROAD				
	HANOVER MD 21076-3183				
	MARK FOR: CONTRACTOR TO CONTACT DCMAO FOR				
	SHIPPING INSTRUCTIONS PRIOR TO				
	SHIPMENT.				
0002	FSCM: 19207				
	PART NR: 12284500-1				
	SECURITY CLASS: Unclassified				
0002AA	OPTION QUANTITY	125	EA	\$ NOT TO EXCEED	\$145,068,456.87
	NOUN: CONTAINERIZED AGT1500 ENGINES				
	NOUN. CONTAINERIZED AGIISOU ENGINES				
	Source Controlled P/N: Honeywell Int'l (99193)				
	3-000-000-18, Rev.G, Dated: May 2004				
	with (19207) 12302100 container				
	(End of narrative B001)				
	OPTION QUANTITY, PURSUANT TO SECTION H CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY				
	SEPARATELY PRICED LINE ITEM				
	The quantity stated for the option CLIN DOES				
	NOT Form a part of the basic contractual quantity. Part or all of it may, however,				
	be added to the contract by exercise of the				
	option clause, at the discretion of the Government.				
	(End of narrative B002)				
	Packaging and Marking				
	PACKAGING/PACKING/SPECIFICATIONS:				
	I/A/W P/N: 12302100				
	LEVEL PRESERVATION: Military LEVEL PACKING: A				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0453 MOD/AMD

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Name of Offeror or Contractor: Honeywell international inc. (formerly known as allieds

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DEL DATE 001 125 UNDEFINITIZED FOB POINT: Origin SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS				
0003	REQUISITION. SECURITY CLASS: Unclassified				
0003AA	NSP FAT, CONTROL TESTING & REPORT SEE SEC E	1	LO	\$** NSP **	\$** NSP **
	NOUN: FIRST ARTICLE & CONTROL TESTS				
	FIRST ARTICLE TEST REPORT, AND ENGINE CONTROL TESTING PURSUANT TO THE REQUIREMENTS OF THE CLAUSE ENTITLED "FIRST ARTICLE APPROVAL - CONTRACTOR TESTING" AND E.2.				
	THE PRICE FOR FIRST ARTICLE AND CONTROL TESTING IN THE TOTAL AMOUNT OF \$				
	(End of narrative B001)				
	FAT - SEE E.2.1 REQUIRED ENGINE CONTROL TESTS; ONE EVERY 12 ENGINES OR ONE EVERY THREE MONTHS, WHICHEVER COMES FIRST - SEE E.2.2 (End of narrative B002)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0453 MOD/AMD

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Name of Offeror or Contractor: Honeywell international inc. (Formerly known as allieds

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 01-AUG-2005				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00002) SEE CLAUSE IN SECTION E OR I FOR DISTRIBUTION				
0004	SECURITY CLASS: Unclassified				
0004AA	OPTION: CONTROL TESTING & REPORT SEE SEC E	1	LO	\$** NSP **	\$** NSP **
	NOUN: CONTROL TESTS				
	ENGINE CONTROL TESTING - CONTRACTOR TESTING" I/A/W E.2.				
	THE PRICE FOR CONTROL TESTING IN THE TOTAL AMOUNT OF \$ IS INCLUDED IN THE TOTAL AMOUNT FOR ITEM 0002AA. (End of narrative B001)				
	REQUIRED ENGINE CONTROL TESTS; ONE EVERY 12 ENGINES OR ONE EVERY THREE MONTHS, WHICHEVER COMES FIRST - SEE E.2.2 (End of narrative B002)				
	OPTION QUANTITY, PURSUANT TO SECTION H CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY SEPARATELY PRICED LINE ITEM				
	The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0453 MOD/AMD

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Name of Offeror or Contractor: Honeywell international inc. (Formerly known as allieds

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	option clause, at the discretion of the Government.				
	(End of narrative B003)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 UNDEFINITIZED				
	FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR				
	TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
0005	NSN: 5963-01-474-6208 FSCM: 19207 PART NR: 12324815-1 SECURITY CLASS: Unclassified				
0005AA	INCREMENT 9 PRODUCTION QUANTITY NOUN: EAJ5.5 DECU PRON: J54BEN0247 PRON AMD: 01 ACRN: AA AMS CD: NFV001 FMS CASE IDENTIFIER: EG-B-NFV	125	EA	\$ <u>NOT TO EXCEE</u> D	\$6,208,326.88
	Source Controlled P/N: Honeywell Int'l (06848) 1502581-2 (End of narrative B001)				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICE - SEE SEC D LEVEL PRESERVATION: Military				

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Name of Offeror or Contractor: Honeywell international inc. (formerly known as allieds

ITEM NO	S	SUPPLIES/SERV	ICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	LEVEL PACKING	: A					
	Inspection and		ANCE: Onii-				
	INSPECTION: 0:	rigin ACCEPT	ANCE: Urigin				
	Deliveries or	Performance					
	DOC	SUPPL					
		<u>STRIP ADDR</u> 325D101 CK0PB4	SIG CD MARK FOR TP C L BEG800 1	2			
	PRO	J CD BRK BLK					
	DEL REL CD	GX QUANTITY	_DEL_DATE				
	001	2	30-DEC-2005				
	002	3	30-JAN-2006				
	003	4	28-FEB-2006				
	004	6	30-MAR-2006				
	005	6	28-APR-2006				
	006	4	30-MAY-2006				
	007	4	30-JUN-2006				
	008	4	31-JUL-2006				
	009	4	31-AUG-2006				
	010	4	29-SEP-2006				
	011	4	31-OCT-2006				
	012	4	30-NOV-2006				
	013	4	29-DEC-2006				
	014	4	31-JAN-2007				
	015	4	28-FEB-2007				
	016	4	30-MAR-2007				
	017	4	30-APR-2007				
	018	4	30-MAY-2007				
	019	4	29-JUN-2007				
	020	4	31-JUL-2007				
	021	4	31-AUG-2007				
	022	4	28-SEP-2007				
	023	4					
			30-OCT-2007				
	024	4	30-NOV-2007				
	025	4	31-DEC-2007				

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Name of Offeror or Contractor: Honeywell international inc. (formerly known as allieds

ITEM NO	SUPPLIES/SERVICES			QUANTITY	UNIT	UNIT PRICE	AMOUNT
	026	4	31-JAN-2008				
	027	4	29-FEB-2008				
	028	4	31-MAR-2008				
	029	4	30-APR-2008				
	030	4	30-MAY-2008				
	031	4	30-JUN-2008				
	FOB POINT: (Origin					
	(CKOPB4)	RCEL POST ADDRESS KR GENERAL DYNAMI LIMA ARMY TANK PL 1161 BUCKEYE RD LIMA	CS LAND SYSTEM				
	:	CONTRACTOR TO CON SHIPPING INSTRUCT SHIPMENT.					
0006	FSCM: 19207 PART NR: 12: SECURITY CL	324815-1 ASS: Unclassified					
0006AA	OPTION QUANT	<u> FITY</u>		125	EA	\$ NOT TO EXCEED	\$ 6,666,000.64
	NOUN: EAJ5.	5 DECU					
		rolled P/N: int'l (06848) 150	2581-2				
		(End of narr	ative B001)				
	ENTITLED OF	ITITY, PURSUANT TO TION FOR INCREAS! PRICED LINE ITEM	·-				
	NOT Form a quantity. be added to	part of the basic Part or all of it the contract by use, at the discre	t may, however, exercise of the				

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Name of Offeror or Contractor: Honeywell international inc. (Formerly known as allieds

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B002)				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICE LEVEL PRESERVATION: Military LEVEL PACKING: A				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DEL DATE 001 125 UNDEFINITIZED				
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
0007	SECURITY CLASS: Unclassified				
0007AA	NSP CONTROL TEST & REPORTS - SEE SEC E	1	LO	\$** NSP **	\$** NSP **
	NOUN: DECU CONTROL TESTING				
	DECU CONTROL TESTING - CONTRACTOR TESTING" I/A/W E.4.				
	THE PRICE FOR CONTROL TESTING IN THE TOTAL AMOUNT OF \$ IS INCLUDED IN THE TOTAL AMOUNT FOR ITEM 0005AA.				
	(End of narrative B001)				
	REQUIRED DECU CONTROL TESTS; ONE EVERY				

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Name of Offeror or Contractor: Honeywell international inc. (Formerly known as allieds

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	200 DECUS OR ONE EVERY SIX MONTHS, WHICHEVER COMES FIRST - SEE E.4				
	(End of narrative B002)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 03-APR-2006				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS (Y00002) SEE CLAUSE IN SECTION E OR I FOR DISTRIBUTION				
0008	SECURITY CLASS: Unclassified				
AA8000	OPTION:NSP CONTROL TEST & REPORTS -SEE SEC E	1	LO	\$** NSP **	\$** NSP **
	NOUN: DECU CONTROL TESTING				
	DECU CONTROL TESTING - CONTRACTOR TESTING" I/A/W E.4.				
	THE PRICE FOR CONTROL TESTING IN THE TOTAL AMOUNT OF \$ IS INCLUDED IN THE TOTAL AMOUNT FOR ITEM 0006AA.				
	(End of narrative B001)				
	REQUIRED DECU CONTROL TESTS; ONE EVERY 200 DECUS OR ONE EVERY SIX MONTHS, WHICHEVER COMES FIRST - SEE E.4				
	(End of narrative B002)				

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Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC. (FORMERLY KNOWN AS ALLIEDS

TEM NO	SUPPLIES/SERVICES	QUANTITY UNIT UNIT PRICE					
	OPTION QUANTITY, PURSUANT TO SECTION H CLAUSE						
	ENTITLED OPTION FOR INCREASED QUANTITY						
	SEPARATELY PRICED LINE ITEM						
	The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual						
	quantity. Part or all of it may, however,						
	be added to the contract by exercise of the						
	option clause, at the discretion of the						
	Government.						
	(End of narrative B003)						
	Packaging and Marking						
	Inspection and Acceptance						
	INSPECTION: Origin ACCEPTANCE: Origin						
	<u>Deliveries or Performance</u>						
	DOC SUPPL						
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD						
	001 3						
	DEL REL CD QUANTITY DEL DATE 001 1 UNDEFINITIZED						
	3.0211.11122						
	FOR POINT, Partinching						
	FOB POINT: Destination						
	SHIP TO: PARCEL POST ADDRESS						
	(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE						
	(SHIP-TO) WILL BE FURNISHED PRIOR						
	TO THE SCHEDULED DELIVERY DATE FOR						
	ITEMS REQUIRED UNDER THIS REQUISITION.						
	TO COLOT TO THE CO						

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Name of Offeror or Contractor: Honeywell international inc. (formerly known as allieds

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

WORK STATEMENT

C.1 Egyptian AGT 1500 Engine Program- GENERAL

- C.1.1 The Contractor shall provide 125 each new production AGT 1500 Engines P/N 12284500-1 (in container MPN 12302100), and 125 each Digital Electronic Control Units (DECUs) MPN 12324815-1(Honeywell p/n 1502581-2). Option provisions for the potential procurement of up to an additional 125 engines and DECUs are included.
- C.1.2 The contractor shall manufacture the Egyptian AGT 1500 Engines to the production configuration defined by PN 3-000-000-18 in effect at the time of Letter Contract award. The engines will meet the performance requirements of Honeywell Product Fabrication Specification 91547-E2180 (Revision H, dated August 13, 1999) and Acceptance Test Procedure ATP 21-11513 dated August 08, 2002.
- C.1.2.1 Each AGT 1500 shall include a contractor-furnished and installed identification plate stamped with the engine serial number. The serial number series applicable to this contract begins with E9001.
- C.1.3 The DECUs (MPN 12324815-1, Honeywell p/n 1502581-2) shall be manufactured to the J5.5 configuration, including Version A07 software

C.2 CONFIGURATION CONTROL

C-1

- C.2.1 The Egyptian Coproduction Management Office (CMO) shall be notified by the contractor of any Class I ECPs affecting the AGT1500 production configuration after the date of Letter Contract award. Incorporation of said ECPs to the Egyptian AGT 1500 Engines being delivered under this contract shall occur only after CMO approval and mutual agreement of the parties regarding any costs associated with the adding of the ECPs.
- C.2.2 All Deviations, Waivers, or ECPs that affect EMI, Nuclear Hardening Capabilities, or Cost shall be processed as a Class I ECP in accordance with C.2.1.

*** END OF NARRATIVE C 001 *** Regulatory Cite Title Date 52.211-4053 REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING MAR/2000 (TACOM) SUBSTANCES (CIODS)

- (a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.
- (b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are unknown
- (c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: http://contracting.tacom.army.mil/ciods.html

[End of Clause]

C-2 52.211-4008 DRAWING LIMITATIONS NOV/2002 (TACOM)

- (a) The drawings supplied with this contract are <u>not</u> shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:
 - (1) depict the completed (item(s), and

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Name of Offeror or Contractor: Honeywell international inc. (formerly known as allieds

(2) serve as the basis for inspection of the completed item(s).

- (b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.
- (c) YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.
- (d) The Contractor agrees that he has obtained all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. The contractor is responsible for having all drawings and specifications. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.
- (e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

[End of Clause]

C-3 52.211-4010 ACQUISITION OF SOURCE-CONTROLLED PART NUMBER ALT I (TACOM)

FEB/1998

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Acquisition under this contract is restricted to:

- (1) The manufacturer's part number or numbers set forth in the Schedule or the Technical Data Package; and
- (2) Other manufacturer's part numbers that are physically, functionally, and mechanically interchangeable with the manufacturer's part number(s) listed in the Technical Data Package; provided (i) that these nonlisted part numbers have been furnished to one of the approved manufacturers listed in the Technical Data Package, which firm has then, without making any changes in the characteristics or properties of the part, redesignated that part with one of the approved part numbers; and (ii) that firms tendering a nonlisted part number as described in this paragraph (2). have executed the provision entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM in Section K herein

[End of Clause]

C-4 52.211-4010 ACQUISITION OF MANUFACTURER'S PART NUMBER: COMPONENTS FEB/1998

One or more of the drawings for part of the contract item set forth in the Schedule and in the Technical Data Package specify manufacturer's part numbers. Since complete Government technical data for such part or parts are not available, it is understood that the Contractor, by accepting this contract, agrees to furnish only the listed manufacturer's part number(s) for those components of the contract item, except as provided in the provision entitled NOTICE REGARDING "SOURCE-CONTROLLED" COMPONENTS. (See Section L.) It is further understood and agreed that references to manufacturer's part numbers herein shall be deemed to include all changes or revisions thereto which the approved manufacturer has made effective as of the first date of delivery of any of the items under this contract; provided, that no change or revision that affects the interchangeability (ability to be interchanged with previous parts and to match with all mating parts when assembled) of the listed manufacturer's part shall be incorporated into the contract item without the prior written approval of the Procuring Contracting Officer.

[End of Clause]

C-5 52.211-4018 ACQUISITION OF MANUFACTURER'S PART NUMBER MAY/1996 (TACOM)

This acquisition is restricted to the item description set forth in the Schedule which specifies a manufacturer's part number. Since complete Government data for the item are not available, it is understood and agreed that references to specifications and drawings herein shall be deemed to include all changes or revisions thereto which the contractor has made effective as of the date of delivery of any of the items provided for in this contract; provided, that no such change or revision which affects the interchangeability of the item (ability to be interchanged with previous parts or to connect with all mating parts when assembled) shall

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be effected without the approval of the Principal Contracting Officer. The contractor agrees that he will furnish to the Administrative Contracting Officer or Government Inspector, for the purpose of making inspection under any resulting contract, copies of the applicable specifications and drawings indicating all changes or revisions.

[End of Clause]

C-6 52.211-4021 (TACOM)

WELDING SYMBOLS - CLARIFICATION OF GROOVE WELDING SYMBOL

APR/1995

You must interpret welding symbols in accordance with AWS A2.4, except in the case of groove welds. In the case of groove welds, if the drawing doesn't specify an effective throat and/or weld size, interpret the dimension to the left of the groove welding symbol to mean both depth of preparation and effective throat/weld size.

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SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION AND PACKING

- D.1.1 The AGT 1500 Engines and the J5.5 DECUs delivered under this contract shall be preserved and packed in accordance with best commercial practices to assure safe overseas delivery to Egypt. Each engine shall be packed in a metal container MPN 12320100.
- D.2 <u>MARKING</u>
- D.2.1 Marking of the material shipped hereunder shall be in accordance with MIL-STD-129K dated 15 June 1989, as referenced in Honeywell Fabrication Specification 91547-E1280.
- D.2.2 Engine Container Stickers: The contractor shall affix CMO-provided stickers on each metal containers top weldment, one on each side.
- D.2.3 DECU Container Stickers: The contractor shall also affix CMO-provided stickers to the DECU packaging.
- D.2.2 Technical Data: All technical data delivered under this contract shall be identified by the contract number and the name and address of the contractor.

*** END OF NARRATIVE D 001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 <u>INSPECTION AND ACCEPTANCE POINTS</u>

E.1.1 Procurement Quality Assurance Inspection as to conformity of the supplies with the applicable drawings and specifications and for conformity with the preservation, packaging, packing and marking requirements, shall be made at the following Origin locations:

ENGINES:

Honeywell Aerospace Services Greer Repair & Overhaul 85 Beeco Road Greer S.C. 29650

DECUs:

Honeywell International 11100 N. Oracle Road Tucson, AZ 85737-9588

E.1.2 Acceptance of the supplies by the Government shall be made at the origin address(s) shown in E.1.1. above.

E.2 ENGINE First Article Test and Control Testing

- E.2.1 First Article Test: Pursuant to FAR 52.209-3 First Article approval Contractor Testing: Alternate II contained elsewhere in this contract, the First Article shall consist of selection, by the local Government Representative, of three (3) of the first four (4) engines produced, which will be subjected to Initial Production Tests as set forth in Specification No. 91547-E2180H dated 13 Aug 1999 Critical Item Product Fabrication Specification, Engine, Turbine AGT 1500 (M1A1/M1A1 COMMON/M1A2), and subsequent tear-down inspection as defined in Table VI of 91547-E2180H dated 13 Aug 1999, except as modified in paragraph E.2.1.1. No engine shipments will be allowed until successful completion of the First Article Test.
- E.2.1.1 Performance of the following tests, set forth in Table V of Product Fabrication Specification 91547-E2180, are not required for FAT:
 - 4.2.1.10 Power Lapse Rate
 - 4.2.1.12 Alternate Fuel Starting
 - 4.2.1.15 Cold Start
 - 4.2.1.16 Extreme Cold Start
 - 4.2.1.17 Slope Operation
 - 4.2.1.18 Filter Air Restriction
 - 4.2.3 Environmental
- E.2.2 Control Testing: Normal production Control Testing shall consist of 25 hours of mission profile testing per 91547-E2180H and subsequent teardown per Table VI of 91547-E2180H. Selection of test engines will be accomplished by the local Government Representative, and will be conducted at the rate of one (1) each engine per quarter / or 1 each engine per 12 produced, whichever occurs first.
- E.2.3 Test Reports: In accordance with CDRLs A001 & A002, test reports shall be prepared in the contractors own format for each FAT engine and each Control Test. Each report will contain a summary section detailing all test incidents, anomalies, inspection discrepancies, and all departures from specification 91547-E2180H. Corrective Action as to any defects found, and Corrective Action as to cause of defects or incidents will be clearly addressed in each report. Detailed Reports shall be fully compiled and available for review by the Government. The Contractor need only deliver the detailed summary section of the report to the Government unless otherwise requested. Transmittal of all reports shall be accomplished via electronic means and directed to the Egyptian CMO, the cognizant Government ACO, and the PCO for this contract.
- E.2.4 Corrective actions to include retrofit, if deemed appropriate, shall be the sole responsibility of the contractor, and accomplished at no cost to the Government. The Government reserves the right to refuse acceptance of further contract items based on test results

E.2.5 NOTICE REGARDING FIRST ARTICLE TEST SAMPLES:

a) The first article items consist of a quantity of three (3) each engines that will require a teardown and subsequent inspection as part of the FAT. These 3 engines are not planned for delivery as part of the contractually required quantity of 125 each that is set forth in the schedule.

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b) The cost of FAT through teardown inspection/corrective action implementation shall be Not Separately Priced but included in the proposed unit cost for the first 125 engines.

c) Upon successful completion of FAT, the Egyptian CMO shall determine disposition instructions for the 3 FAT samples. A contract adjustment shall be made per mutual agreement of the parties should disposition include anything other than disposal.

E.3 ENGINE ACCEPTANCE

- E.3.1 Engine Acceptance will be in accordance with the Acceptance Test Procedure ATP 21-11513 dated August 08, 2002.
- E.4 DECU Control Test and Acceptance
- E.4.1 Control Testing shall be conducted in accordance with paragraphs 4.1.2.3 and 4.1.2.3.1 of MIL-DTL-62421.
- E.4.2 DECU acceptance will be in accordance with 4.1.2.2 of MIL-DTL-62421.

*** END OF NARRATIVE E 001 ***

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIESFIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-3	FIRST ARTICLE APPROVALCONTRACTOR TESTING (ALTERNATE I (JAN 1997)	SEP/1989
		AND ALTERNATE II (SEP 1989))	

- (a) The Contractor shall test 3 unit(s) of Contract Line Item 0001AA as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.
- (b) The Contractor shall submit the first article test report no later than 01 Aug 2005 or as otherwise proposed by the contractor and accepted by the Government, to the PCO

Marked FIRST ARTICLE TEST REPORT: Contract No. ______; Contract Line Item Number ______.

Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

- (c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.
- (d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.
- (e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.
- (f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- (g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article

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approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

- (h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waive.
 - (i) The Contractor shall produce both the first article and the production quantity at the same facility.

[End of Clause]

TACOM ADDENDUM:

For purposes of this contract, interpret Paragraph (g) above to mean that the PCO hereby authorizes you to purchase <u>all</u> material and components necessary to produce the production quantity.

[End of Addendum]

E-4 52.209-4000 NOTICE (TACOM)

NOTICE REGARDING FIRST ARTICLE TEST SAMPLE

MAR/2000

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- (a) The approved first article items, as described elsewhere in this contract, consist of a quantity of 3 each that may be consumed or destroyed in testing. Any items consumed or destroyed in testing shall not be delivered as part of the contractually required quantity as set forth in the schedule. The cost of any items that are consumed or destroyed shall be included in the overall offer or contract price. The quantity of 3 each that successfully pass all specified tests will serve as a manufacturing standard for the remainder of the contract.
- (b) A manufacturing standard is an item, which conforms to all technical performance requirements. A manufacturing standard will serve as 1) an aid in identifying configuration changes not controlled by the contractual design. 2) as an aid in identifying any process changes, or 3) as the approved workmanship sample, when required, unless alternate samples are submitted for specific characteristics by the Contractor and approved by the Government.
- (c) The manufacturing standard will only be used to supplement contractual acceptance/rejection criteria for those process characteristics that require approved workmanship samples. For other characteristics, if configuration or process changes are identified in production units, the contractor will notify the contracting officer for disposition. These items that serve as a manufacturing standard may be delivered as additional quantities to the contractual quantity only with Government approval.

See Section E.2.5 of this document.

[End of Clause]

E-5 52.242-4008 (TACOM)

ROUTING OF SPECIAL PROCESS APPROVALS

AUG/1994

- (a) Specification MIL-STD-1261, which is part of the technical data package for this contract, may require you to get approval from us prior to production for one or more special processes involved in producing this item. You are required to get prior approval unless the specification says otherwise.
- (b) You will prepare the written procedures as the specification requires. You will then route the procedure through the Administrative Contracting Officer (ACO) for review and comment. Once you get the procedure back from the ACO, you will then forward it to the Procuring Contracting Officer (PCO) at TACOM for final approval. The correct address for the PCO is on the face page of this contract.
- (c) You will cite (i) the contract number and (ii) the governing specification or standard on all procedures you submit for approval.

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E-6 52.209-4012 (TACOM)

NOTICE REGARDING FIRST ARTICLE

APR/2000

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- (a) Notwithstanding the provisions for waiver of first article, an additional first article sample (or portion thereof) may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of one year, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply.
- (b) When any of the conditions above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample (or portion thereof), and instructions can be provided concerning the submission, inspection, and notification of results.
- (c) Costs of any additional testing and inspection resulting from conditions specified above shall be borne by the Contractor, unless the change was directed by the Government. Further, any production delays caused by additional testing and inspection will not be the basis for an excusable delay as defined in the default clause of this contract. Such delays shall not form the basis for adjustment in contract price or delivery schedule.

[End of Clause]

E-7 52.211-4016

CARC PAINT-PRETREATMENT REQUIREMENTS FOR FERROUS, GALVANIZED AND ALUMINUM SURFACES

AUG/2003

APPLICABLE TO DECUS AND CONTAINERS

(a) Ferrous and galvanized surfaces shall be cleaned and pretreated with a Type 1 microcrystalline zinc phosphate system per TT-C-Alternate pretreatment systems for ferrous substances must meet the performance tests specified in paragraphs 3.5.7, 3.5.8, 4.2.7, and 4.2.8 of TT-C-490E. Corrosion resistance tests will be conducted on a monthly basis (two test coupons) after the process has been found to be in compliance with the (pretreatment chemicals) manufacturers instructions. Process control tests for this or alternative systems must ensure that the process remains in control and must be documented per ISO 9000 series and approved by TACOM. Testing (corrosion resistance and adhesion) must be performed on the same substrate and the same thickness of primer minus topcoat used in production. Unless otherwise specified, MIL-P-53022 and -53030 primers shall be salt spray tested for 336 hours (ASTM B117). All electrocoat primers shall be tested for 1000 hours. Test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, between 24 and 168 hours after removal from the neutral salt spray cabinet for coupon evaluation. Any TT-C-490E (Type I) inorganic crystalline pretreatment is limited to a maximum build equivalent of 500 mg per square foot to minimize chipping of the CARC system. All TT-C-490E (Type I) zinc phosphate pretreatment systems must be documented per ISO 9000 series and approved by the procuring activity prior to use. The procedure containing all the elements specified in paragraph 3.2 of TT-C-490E shall be submitted to the procuring activity no less than 45 days prior to start of work. Oualification will consist of verification that the process with its controls can meet the performance requirements in the specification. The performance of zinc phosphate or any proposed alternate pretreatment system must be demonstrated and approved by the procuring activity. Prior to production, a Letter of Approval shall be provided by the Contracting Officer.

Requalification of the process shall be required if the process is changed outside the limits defined in the TACOM letter of system acceptance (Letter of Approval) provided to the application facility.

Note: Zinc phosphate systems for galvanized surfaces require separate qualification. Hot dipped galvanized surfaces are highly prone to chlorine/chloride contamination from the galvanizing flux process. This contaminant must be removed prior to pretreatment for the coating system to pass these performance tests. Due to the wide variation in zinc thickness with the hot dip galvanizing process, the dry film thickness of the primer will be verified with a Tooke gage or equivalent for the purpose of production and process control. Primer test coupons shall represent both the minimum and maximum nominal dry film thickness. The test coupons must duplicate the production painting process as closely as possible.

- (b) Qualification of pretreatment systems for zinc galvanized substrates shall be performed using Accelerated Corrosion Test protocol contained in GM 9540P, Method B, rather than salt spray. Test coupons with pretreatment and primer only shall be cured for seven days, and then scribed through the primer to the substrate. After 40 cycles of test exposure, the test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, both parallel and perpendicular to the scribe between 24 and 168 hours after removal from the cyclic salt spray chamber for coupon evaluation. There shall be no more than 3 mm of red rust creep, blistering, or loss of paint adhesion from the scribe line and no more than 5 blisters in the field with none greater than 1 mm diameter. This test shall be performed at two month intervals (two test coupons) to ensure that the process remains in control.
- (c) Aluminum substrates require a chromate conversion coating per MIL-C-5541E (or alternate, see note below), after appropriate cleaning per TT-C-490E. If any other alternate pretreatment is considered, it must pass 120 cycles of GM9540P, as a scribed Q-panel

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when coated with the production primer. After completion of the cyclic salt environment exposure, the panels shall be scraped as described above, and shall have no more than 0.5 mm paint loss (creep-back) from the scribe. In addition, there shall be no more than 5 blisters in the field with none larger than 1mm diameter. After completion of the 120 cycle corrosion resistance test evaluation, each test panel will be subjected to cross hatch tape test (ASTM D3359, minimum tape adhesion rating of 45 oz. per inch of width). The test pattern shall be 4 lines x 4 lines scribed to the metallic layer at 2mm intervals (approximate) and shall be done no closer than 12 mm from any panel edge or the scribe. Multiple head cutters may be used. The removal of two or more complete squares of primer shall constitute failure. Any alternate system must demonstrate its ability to pass both corrosion and adhesion tests on 5 consecutive days of production to be considered acceptable. All process steps shall be documented IAW ISO 9000 series standards and approved by the procuring activity.

Note: The only alternative products which have demonstrated their ability to meet these requirements for 5000 and 6000 series aluminum alloys are Alodine 5200 and Alodine 5700.

(d) The use of TT-C-490E Type III: Vinyl Wash Primer (DOD-P-15328) is prohibited due to its hexavalent chromium content and high VOC level. The Army is committed to minimizing the use of HAPs and hazardous materials.

[End of Clause]

E-8 52.211-4029

INTERCHANGEABILITY OF COMPONENTS

MAY/1994

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- (TACOM)
- (a) <u>DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL</u>. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.
- (b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.
 - (c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:
 - (1) an "excusable delay" as defined in the DEFAULT clause of this contract.
 - (2) be the basis for an increase in contract price or delivery schedule extension.

[End of Clause]

E-9 52.211-4030 (TACOM)

BASIC APPLICATION AND TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS (CARC) ON METALLIC SURFACES

JAN/2003

Applicable to DECUs and Containers

- (a) Scope: The requirements contained herein apply whenever any or all of the following specifications are cited in the contract: MIL-C-46168, MIL-C-53039, MIL-PRF-22750, or MIL-DTL-64159.
- (b) CARC Primers: The preferred CARC primer for all applications is cathodic, epoxy electrocoat per MIL-C-53084. This primer can be directly substituted whenever MIL-P-53022 or MIL-P-53030 is specified on a drawing or specification. The dry film thickness table below contains mandatory minimum and maximum dry film thickness requirements. Failure of production painted hardware to comply with these ranges will dramatically impact the corrosion resistance and/or chip resistance of the CARC coating system. If the contractor does not possess the personnel or equipment to meet these mandatory thickness requirements, then cathodic epoxy electrocoat must be used. Any part that has rust, heat treat or mill scale must be abrasive blasted prior to the application of any coating. Select powder coat primers which have 0.0 VOCs and 0.0 HAPS can also be used as a direct replacement for MIL-P-53022 and MIL-P-53030 primers. These powder coat primers, however, can only be applied by TACOM-approved applicators. The qualification and application of these primers is controlled by "Performance Standard for Combat Grade Powder Coat Paint U.S. Army TACOM" and is available at ______
 http://contracting.tacom.army.mil/engr/eng.htm
- (c) CARC Application: The dip application of any coating listed in the table below (with the exception of epoxy electrocoat which is specifically designed for dip application) is prohibited.
 - (d) End-Item Inspection. After the complete paint finish has been applied and cured* (See note below), the Contractor shall test

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and inspect two units per lot for (i)workmanship, (ii) total paint film thickness and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thicknesses for individual elements of the paint finish as specified in Table I herein. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected conduct the scribe tape test. The test locations shall be routinely varied among the following:

- (1) Directly adjacent to a weld.
- (2) On or directly adjacent to a machine cut or sheared edge.
- (3) On any mechanically formed surface when lubricants/drawing compounds were used.
- (4) On paint touch-up areas.

The precise location for each scribe tape shall be in an inconspicuous location that has been accepted by the cognizant Government quality assurance representative before the test is conducted.

Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in Table I herein.

*NOTE: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature. humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take 24 days. To accelerate the curing for purposes of product acceptance, the following procedure may be followed: Cure at 190 to 210 degrees F. for three hours (this is time at temperature and is therefore material thickness dependent), followed by 7 days at 65 degrees F. minimum.

(e) Test Methods:

- (1) Film Thickness. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.
- (2) Scribe Tape Test. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion of the tape. All dimensions cited in this Scribe Tape Test description are approximate:
- (a) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.
- (b) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.
- (c) Press a length of A-A-1830, A-A-884, or any commercially available tape with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribed pattern, rubbing out all air pockets.
- (d) Wait ten seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

NOTE: The above two tests are not a substitute for corrosion test such as neutral salt spray or accelerated corrosion tests which verify coating durability.

(f) Acceptance Criteria:

(1) Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

DRY FILM THICKNESS TABLE

SPECIFICATION

DRY FILM THICKNESS (Mils)
(MANDATORY RANGE)

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DOD-P-15328*	0.3	- 0.5
MIL-PRF-23377	1.0	- 1.5
MIL-P-53022, Type I	1.0	- 2.5
MIL-P-53022, Type II	1.5	- 2.5
MIL-P-53030	1.5	- 2.5
MIL-P-53084	0.8	- 1.5
MIL-C-22750	1.3	- 2.5
MIL-C-46168	1.8	MINIMUM
MIL-C-53039	1.8	MINIMUM
MIL-DTL-64159	1.0	MINIMUM

- * May not be allowed per contract due to VOC and hexavalent chromium content.
- (2) Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment coating, from either test unit constitutes test failure and the production lot from which it comes is rejected. Removal of overspray does not constitute test failure.

NOTICE: The scribe tape test is designed to detect any major deficiency in the paint application process that would affect the durability of the CARC finish. Typical causes of failure are:

- (a) Inadequate cleaning of the substrate.
- (b) Contamination of the surface between coatings.
- (c) Excessive paint film thickness in a single coating application.
- (d) Application of a coating over a previous coating which has not been adequately cured.

[End of clause]

E-10 52.211-4059 RADIOGRAPHIC INSPECTION MAR/2001 (TACOM)

Radiographic inspection of production steel castings as required by applicable drawings and/or specifications shall be accomplished as follows:

- (1) Operators and radiographic equipment shall be qualified in accordance with NAS 410, prior to radiography of production castings.
 - (2) The first casting shall be radiographed in all routine and random positions described on the position chart.
- (3) Subsequent castings shall be radiographed in those areas that were defective in the immediately preceding castings, until compliance with the required standard has been obtained. Objective evidence shall be provided by the producer that corrective action has been taken to eliminate the deficiency.
- (4) All rejectable areas may be repaired in accordance with an approved and qualified repair procedure (when required by applicable specification), and must meet the standard specified on applicable position chart. The producer retains the prerogative of repairing or scrapping defective material.
 - (5) After above requirements have been accomplished, normal sampling shall be applied.
- (6) Normal sampling shall consist of radiographing one control casting selected by the Government Quality Assurance Representative, out of each thirty produced.
- (7) All routine and random positions shall be radiographed on each control casting except when the total exceeds the established number of radiographs that can be taken in a normal eight hour day. When the total number of positions to be radiographed on a control casting exceeds the maximum capability of facilities, random position shall be selected for radiography by the Government Quality Assurance Representative and rotated in such a manner that complete coverage is achieved within a cycle of five castings radiographed.
- (8) The occurrence of a rejectable defect in any area on a casting shall require the radiographic inspection of each subsequently poured casting in that area until the defective condition is corrected.

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- (9) If the results of radiographic inspection on ten consecutive lots of material indicate that a satisfactory uniform product meeting the soundness requirements is being produced, the amount of radiographic testing may be reduced in accordance with a system established by the Contractor and approved by the Procuring Contracting Officer.
- (10) The occurrence of a rejectable defect in any area on a casting shall require return to normal sampling and the radiographic inspection of each subsequently poured casting in that area until the defective condition is corrected.

[End of Clause]

E-11 52.211-4069 WELDING INSPECTION REQUIREMENTS MAR/2001 (TACOM)

- (a) INSPECTION: As the contractor, during performance of this contract you will verify weld quality and workmanship using qualified inspectors trained to perform these inspection functions. Acceptable qualification of your inspectors may be based on:
 - (1) current or previous certification as an AWS Certified Welding Inspector; or
 - (2) current or previous certification by the Canadian Welding Bureau (CWB); or
- (3) inspection performed by an engineer or technician who is competent in the use of weld inspection techniques and equipment, on the basis of (i) formal training or (ii) experience, or both, in metals fabrication, inspection, and testing.
- (b) NON BALLISTIC VISUAL INSPECTION. You will perform all non-ballistic visual inspections of weld quality and workmanship for structural steel in accordance with Section 6 of AWS D1.1-96. For structural aluminum, you may perform non-ballistic visual inspections of weld quality and workmanship using the guidelines given in MIL-STD-370A, dated 21 Sep 93.
- (c) BALLISTIC VISUAL INSPECTION. You will perform all ballistic visual inspections in accordance with section 6 of the UDLP/TACOM Ground Combat Vehicle Code--Aluminum, dated July 1996. Copies of this document can be obtained by written request to:

Commander, US Army Tank-automotive and Armaments Command

ATTN: AMSTA-TR-E/Materials Warren, MI 48397-5000

[End of Clause]

E-12 52.246-4019 VISUAL INSPECTION CRITERIA FOR STEEL WELDMENTS MAR/2001 (TACOM)

- (a) Application: MIL-STD-1261
- (b) Scope:
- (1) These criteria supplement paragraph 4.3 of MIL-STD-1261 and supersede paragraph 6.3.1.5 of MIL-W-46086 and paragraph 5.9.1.5 of MIL-STD-1941. AWS A3.0 shall be used to define all other welding terms not defined herein.
- (2) The limits established below represent the maximum discontinuities allowable for visual inspection of workmanship specimens and production steel weldments. (Note: Workmanship specimens which require cross-sectioning must also be evaluated for subsurface quality; these criteria are not contained herein.) Any discontinuity exceeding this limit is classified as defective and must be reworked or repaired dependent upon the nature and extent of the discontinuity. Weldments requiring subsurface weld inspection should be evaluated in accordance with the acceptance standard specified on the drawing in addition to these requirements.
 - (c) <u>Discontinuities:</u>
- (1) <u>Cracks</u> A weld crack is defined as a linear rupture resulting from excessive localized stress. Cracks can occur in the weld metal, fusion zone or heat affected zone.

No cracks are allowed

- (2) <u>Porosity</u> Porosity is defined as a rounded cavity free of solid material resulting from gas entrapment during solidification.
 - (i) Maximum pore size shall be 1/16 inch.

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Name of Offeror or Contractor: Honeywell international inc. (Formerly known as allieds

(ii) There shall be no more than six pores for any twelve inch length of weld. For small weldments with continuous welds less than twelve inches in length, they shall have proportionately fewer pores allowed (example: three pores maximum for six inch length of weld).

- (3) Overlap Overlap is defined as a protrusion of weld metal beyond the bond at the toe of the weld.
 - (i) A radiused tie-in must exist with the parent metal.
 - (ii) The overlap condition must not exceed 10% of the total weld length.
- (4) <u>Slag Inclusion</u> Slag inclusion is defined as a non-metallic solid material entrapped in or on the weld metal or between the weld metal and base metal. This discontinuity is applicable to SMA and FCAW processes.

No slag inclusions are allowed.

- (5) <u>Undercut</u> Undercut is defined as a groove melted into the base material adjacent to the toe of the weld and left unfilled by weld metal.
 - (i) For base materials .25 inch and less in thickness, no undercutting is permitted.
 - (ii) For base materials greater than .25 inch thickness:
 - (A) The maximum depth of undercut shall be 1/32 inch.
 - (B) The undercut must have a width not less than twice the depth.
 - (C) The length of undercut shall not exceed two inches cumulative in any continuous 24 inch length of weld. For continuous welds less than 24 inches in length, the maximum cumulative length shall be in direct proportion to this limit or one inch, whichever is greater. (For example: for an eight inch continuous length of weld, maximum cumulative allowable undercut length is one inch).

(d) Weld Size:

- (1) Fillet Welds:
 - (i) Fillet welds shall be measured using fillet weld gages.
 - (ii) For welds one-fourth inch and less, the weld size is the minimum as specified on the drawing symbol.
- (iii) For fillet welds larger than one-fourth inch, the weld may be undersize by 1/16 inch for a maximum length of 10% of the continuous weld length.
 - (2) <u>Groove Welds:</u>

No underfill is allowed.

- E-13 52.246-4024 SUBSTITUTING COMMERCIAL TEST RESULTS FOR REQUIRED CONTRACT TESTS APR/2000 (TACOM)
- (a) GENERAL. At your request, we may delete all or some of the Government or contractor conducted tests required by this contract or order, under the following conditions:
 - (1) You have (or your supplier has) previously supplied the identical item to us and we've accepted it, or:
- (2) You have commercial test reports, performance data, analytical data, or vendor reports demonstrating that the item you will be furnishing us meets the contract requirements.
 - (b) HOW TO SUBMIT A TEST-DELETION REQUEST.
- (1) BEFORE CONTRACT AWARD Submit your request along with your offer in response to our solicitation. Make sure that your offer includes an alternate price (that reflects how your offered price would change if we approve your request to delete the specified

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tests). If we approve your request to delete test requirements or substitute commercial testing procedures, we will evaluate your offer at the alternate price submitted with your request. If you don't submit an alternate price with your request, we'll evaluate your offer at the price you indicated in the Schedule. No adjustments will be made to the price after contract award.

- (2) AFTER CONTRACT AWARD Send your request to the buyer identified on the face page of the contract within 45 days after contract award.
 - (3) ALL REQUESTS MUST -
 - -- identify the test(s) you want deleted;
 - -- state the basis for your request;
 - -- include a list of configuration changes made;
 - -- demonstrate that you meet the conditions in paragraph (a)(1) or (a)(2) of this clause; and
 - -- include an alternate price per paragraph (b)(1) above, if you make your request prior to award; or
 - -- include proposed amount of equitable adjustment, if you make your request after award.
- (c) SUPPORTING DATA. If we agree to delete a test or tests, you must keep the data you used to support your request for four years from the day we approved your request. You must provide us with such data if we ask for a copy.
- (d) CONTRACT ADJUSTMENT. If we agree to delete a test or tests after contract award, we may negotiate an equitable adjustment in the contract price. Any such negotiation will be conducted using the rules given in the CHANGES--FIXED PRICE clause, FAR 52.243-1.

[End of Clause]

E-14 52.246-4025 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM OCT/1997
(TACOM) REQUIREMENT

- (a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.
- (b) Your quality system may be based on (i) international quality standards such as the ISO 9000 series, or (ii) military, or (iii) commercial, or (iv) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:
 - [X] ISO 9001
 - [] ISO 9002
 - [] QS 9000
 - [] ANSI/ASQ Q9001
 - [] ANSI/ASQ Q9002
 - [] Other, specifically _

(Note: if you check the "Other" block because you intend to use an in-house quality system, or one based on a commercial, national, or international system not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "Other," you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

- (c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.
- (d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

E-15 52.246-4029 ACCEPTANCE POINT: ORIGIN OCT/2002 (TACOM)

We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

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Name of Offeror or Contractor: HONEYWELL	INTERNATIONAL INC. (FORMERLY KNOWN AS A	ALLIEDS	

E-16 52.246-4048 (TACOM)

DRAWINGS FOR INSPECTION

NOV/1982

The Contractor shall make available to the Government Inspector, at the time of production inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated as to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

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Name of Offeror or Contractor: Honeywell international inc. (formerly known as allieds

SECTION F - DELIVERIES OR PERFORMANCE

F.1 <u>DELIVERY SCHEDULE</u>

F.2.1 Engines and DECUs will be delivered as follows:

2005	2	006										
Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2	3	4	6	6	4	4	4	4	4	4	4	4
2007												
<u>Jan</u>	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
4	4	4	4	4	4	4	4	4	4	4	4	
2008												
Jan	Feb	Mar	Apr	May	Jun			TOTA	<u>L</u>			
4	4	4	4	4	4			125				

NOTE: Although the delivery schedules for Engines/DECUs are identical, the items will appear on separate CLINs and will be shipped independently from their respective points of origin to different destinations.

- F.2.2 OPTION DELIVERY SCHEDULES Potential 125 additional engines/DECUs as a follow -on at 4 per month
- F.3 FOB POINTS: Origin
 - a) DECUs :

SHIP TO:

CKOPB4 Lima Army Tank Plant General Dynamics Land Systems 1161 Buckeye Road

Lima, Ohio 45804-1898

Contract:: W56HZV-04-C-____

b) ENGINES:

SHIP TO: BEG003

Danzas AEI Incorporated Telephone: (410)859-4170 7465 M. Candlewood Road Hanover, MD 21076-3183

MARK FOR:

M1A1 Abrams

Increment 9

Egypt Coproduction

FMS Case: EG-B-NFV

MARK FOR: BEG800 Egypt Ministry of Defense ARE Military Factory 200 Abu Zabaal, Cairo Egypt

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<u> </u>	Regulatory Cite	Title	Date
F-1 5	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-29	F.O.B. ORIGIN	JUN/1988
F-3	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTSSHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
F-4	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-5	52.247-59	F.O.B. ORIGINCARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-6	52.242-4022 (TACOM)	DELIVERY SCHEDULE	MAY/2000

(a) <u>DEFINITIONS</u>:

- (1) CLIN means Contract Line Item Number, and refers to the contract items listed in Section B of this document.
- (2) <u>DAYS</u> means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.
 - (3) <u>DELIVERY</u> is defined as follows:
- (i) FOB Origin Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or
- (ii) <u>FOB Destination</u> Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.
 - (b) The Government's REQUIRED delivery schedule is setforth in Section B of this document.
 - (c) You can accelerate delivery only with approval of the PCO.
- (d) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, your offer may be determined unacceptable for award.
 - (e) <u>CONTRACTOR'S PROPOSED SCHEDULE</u>:
 - (1) For Engines:
 - (i) I WILL START DELIVERIES AS SPECIFIED IN SECTION B.
- (ii) I WILL DELIVER A QUANTITY OF 4 UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF 10_UNITS EVERY 30 DAYS.
 - (2) For DECUs:
 - (i) I WILL START DELIVERIES AS SPECIFIED IN SECTION B.
- (ii) I WILL DELIVER A QUANTITY OF 4 UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF 10_UNITS EVERY 30 DAYS.

[End of Clause]

F-7 52.211-16 VARIATION IN QUANTITY

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below

APR/1984

(b) The permissible variation shall be limited to:

ZERO percent increase; and ZERO percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

*Number of c

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[End of Clause]

F-8 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS DEC/1989

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(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1)	To be o	completed by the offeror:
	(i)	Type of "Outer" container: Wood Box, Fiber Box, Barrel, Reel, Drum, Other (Specify)
	(ii)	Shipping configuration: Knocked-down, Set-up, Nested, Other (specify);
	(iii)	Size of outer container: inches (Length), x inches (Width), x inches (Height) = Cubic FT;
	(iv)	Number of items per outer container Each;
	(v)	Gross weight of outer container and contents LBS
	(vi)	Palletized/skidded Yes No;
	(vii)	Number of outer containers per pallet/skid;
	(viii)	Weight of empty pallet bottom/skid and sides LBS;
	(ix)	Size of pallet/skid and contents;
	(x)	Number of outer containers or pallets/skids per railcar *
		Size of railcar
		Type of railcar
	(xi)	Number of outer containers or pallets/skids per trailer *
		Size of trailer
		Type of trailer
of co	mplete u	nits (contract line item) to be shipped in carrier's equipment.
(2)	To be o	completed by the Government after evaluation but before contract award:
	(i)	Rate used in evaluation;
	(ii)	Tender/Tariff;
	(iii)	Item;

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

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The following information is provided as guidance in filling out the above clause by paragraph. Note: Disregard asterisk (*) in the clause where it appears.

(a)(1)(i) Type of container (mandatory fill-in):

The type of container is defined as an overpack. This is an outer container usually made of steel, wood, or fiber designed to enclose and protect one or more less durable inner containers. When Other is selected you must also complete (a)(1)(ii) Shipping configuration.

(a)(1)(ii) Shipping configuration:

Complete this information when any one dimension of the item is reduced.

(a)(1)(iii) Size of container (mandatory fill-in):

Outer dimensions of the overpack or other described shipping configuration. Must be provided in inches. The cube shall be provided in cubic feet. The cube is defined as the volume of space occupied by the unit under consideration computed by multiplying overall exterior length, width, and height

(a)(1)(iv) Number of items per container (mandatory fill-in):

The number of units of issue in the overpack or in the other described shipping configuration.

(a)(1)(v) Gross weight of container and contents (mandatory fill-in):

The combined mass of the overpack containing the packing material and the number of units of issue supplied in pounds.

(a)(1)(vi) Palletized/skidded:

Indicate Yes if overpack or other described shipping configuration is attached to pallet or skid to form a unit load for handling.

(a)(1)(vii) Number of containers per pallet/skid:

Only complete this if you answered Yes to (a)(1)(vi). Containers are the number of overpacks or other described shipping configurations attached to a pallet or skid base.

(a)(1)(viii) Weight of empty pallet bottom/skid and sides:

Only complete this if you answered Yes to (a)(1)(vi) or when the weight of the container and contents in (a)(1)(v) above does not include this weight.

(a)(1)(ix) Size of pallet/skid and contents:

Only complete this if you answered Yes to (a)(1)(vi). Indicate weight in pounds and cube in cubic feet of combined overpack or other described shipping configuration and attached pallet or skid. The cube is defined as the volume of space occupied by the unit under consideration computed by multiplying overall exterior length, width, and height.

(a)(1)(x) Number of containers or pallets/skids per railcar:

Only complete this if you have rail capability and the rail car may be fully utilized. Quantity of overpacks or other described shipping configurations that will fit in a fully utilized railcar. Specify length in feet and type (flat, box, gondola, etc.) of railcar.

(a)(1)(xi) Number of containers or pallets/skids per trailer (mandatory fill-in): Quantity of overpacks or other described shipping configurations that will fit in a fully utilized trailer. Specify length in feet and type (flatbed, van, etc.) of trailer. For import/export shipments in ISO/seavan containers indicate quantity of overpacks or other described shipping configurations fully utilizing the container. Specify length in feet of the ISO/seavan containers.

NOTE: Fully Utilized means filling to full visible capacity.

[End of Clause]

F-9 52.247-65 F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS JAN/1991

- (a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.
- (b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled <u>Commercial</u> Bill of Lading Notations.
- (c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to

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one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

- (d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.
 - (e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-10 52.225-4000 VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES APR/2000 (TACOM)

At least 10 days prior to the first shipment of supplies under this contract, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this contract.

[End of Clause]

F-11 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT AUG/2003

- (a) Unless otherwise directed, shipment items under this contract in following order of priority:
 - (1) Government/Commercial Bill(s) of Lading or US Postal Services;
 - (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
 - (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.
- (b) The Contractor will request:
 - (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or
- (c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

F-12	52.247- (TACOM		FOR THE APPLICABLE MODE OF	SHIPMENTS: IN-THE-CLEAR	JAN/2001
Rail/	MILSTRIP				
Motor	Address	Rail	Motor	Parcel Post	
SPLC*	<u>Code</u>	Ship To:	Ship To:	Mail To:	
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001	
875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130	

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		Tracy, Ca 95376-5000	Tracy, Ca 95376-5000						
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021					
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150					
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000					
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot,	Transportation Officer Tooele Army Depot,	Transportation Officer Tooele Army Depot,					

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Tooele, UT 84074-5003

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Warner, UT

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

Tooele, UT

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot Red River Army Depot Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

^{***}SPLC indicates \underline{S} tandard \underline{P} oint \underline{L} ocator \underline{C} ode.

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CONTINUATION SHEET				HEEI	PIIN/SI	IN W56HZV-04-C-045	53	MOD/AMD			
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ECTION	G - CONTRAC	T ADMINI	STRA	TION DATA							
	PRON/							JOB			
LINE	AMS CD/	OB	LG					ORDER	ACCOUNTI	NG	OBLIGATED
TEM_	MIPR	ACRN ST	AT_	ACCOUNTING (CLASSIFICATION	<u>1</u>		NUMBER	STATION		AMOUNT
0001AA	J54BEN0147 NFV001	AA	1	9711 X8242E	GO1X6D1000NFV	00126E7EGS20113		4L5JCQ	W56HZV	\$	42,515,025.00
005AA	J54BEN0247 NFV001	AA	1	9711 X8242E0	GO1X6D1000NFV	00126E7EGS20113		4L5JCQ	W56HZV	\$	
									TOTAL	\$	42,515,025.00
ERVICE								ACCOU	NTING		OBLIGATED
AME		L BY ACR			CLASSIFICATION	-		<u>STATI</u>	ON		AMOUNT
rmy		AA		9711 X8242E	GO1X6D1000NFV	00126E7EGS20113		W56HZ	V	\$ _	42,515,025.00
									TOTAL	\$	42,515,025.00
	Reg	ulatory	Cite			Title					Date

⁽a) <u>Definition</u>. <u>Contracting Officer's Representative</u> means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

DEC/1991

CONTRACTING OFFICER'S REPRESENTATIVE

G-1

252.201-7000

⁽b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 WARRANTY

H.1.1 <u>DEFINITIONS</u>

- H.1.1.1 Acceptance is execution by an authorized Government representative of a DD Form 250 and means the act by which the Government assumes, for itself or as an agent of another, ownership of the identified supplies or recognizes completion of partial or total performance specified in the contract.
- H.1.1.2 Supplies are defined as the production Engines/ DECUs and each component thereof furnished by the Contractor under this contract, including options to the extent awarded.. The word "supplies" does not include data.
- H.1.1.3 Failure is any condition or characteristic in any supplies furnished under the contract that is not in compliance with the requirements of the contract and authorized maintenance documentation.
- H.1.1.4 Vehicle Acceptance is established when the Final Inspection Report (FIR) for the tank at the Egypt Tank Plant is completed and signed.
- H.1.1.5 Repair as referred to herein means returning malfunctioning or damaged product to a serviceable condition in accordance with applicable publications and applicable Contractors specifications and drawings by correcting malfunctions and/or damage.

H.1.2 COVERAGE

- H.1.2.1 Notwithstanding inspection and acceptance by the Government of supplies furnished under this Contract or any clause of this Contract concerning the conclusiveness thereof, the Contractor warrants for the period set forth in paragraph H.1.2.3 below that all engines provided under this Contract:
- H.1.2.2. Will be free from all defects in material and workmanship at the time of delivery that would cause the warranted items to fail, and will conform to the design and manufacturing requirements set forth in Section C of this Contract.
- H.1.2.3 Subject to clause H.1.2.4 below, the duration of this warranty for each Egyptian Engine/DECU shall extend 36 months from the date of acceptance of each Engine/DECU (as defined in H.1.1.1) by the USG, or through vehicle acceptance by the Government of Egypt (as defined in H.1.1.4), whichever occurs first.
- H.1.2.4 In the event that the Contractor delivers and the Government accepts any supplies earlier than the delivery schedule in the contract, the 36 month warranty period for said items shall not commence at acceptance, but instead from the date of scheduled delivery.
- H.1.3 <u>EXCLUSIONS:</u> The provisions of this warranty will not apply if the cause of item failure is a direct result of the following actions should they have been committed by USG/GOE personnel:
- H.1.3.1 Improper installation or maintenance
- H.1.3.2 Operation contrary to the Technical Manuals, design operating parameters, or other written instructions provided to and approved by the Government, in such a way as to be a principal cause of the failure.
- H.1.3.3 Repair or alteration of the supplies in such a way as to cause a failure.
- H.1.3.4 Misuse, neglect, or accident, including, but not limited to fire or explosion.
- H.1.3.5 Operation outside the specific installation and operating limits specified in the Critical Item Product Fabrication Specification, or design operating parameters, in such a way as to be the principal cause of a failure.
- H.1.3.6 Foreign object damage
- H.1.3.7 Subversion, riots, vandalism, sabotage, or fire explosion induced by or originating from sources external to the warranty items including but not limited to combat damage or Acts of God.
- H.1.3.8 Damage attributable to improper packaging, packing, crating, or handling to the extent of said damage.

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H.1.3.9 Damage attributable to improper storage or environmental conditions to the extent of said damage.

H.1.4 <u>DISCLAIMERS AND LIMITATIONS</u>

- H.1.4.1 The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights the Government may have under any other clause of this Contract. Disputes arising under this clause shall be resolved in accordance with the clause of this Contract entitled DISPUTES.
- H.1.4.2 This warranty is dependent upon the presence of an on-site Contractor representative at the Egypt Tank Plant to provide initial review and troubleshooting of engine related questions. At the time of the Letter Contract award, the Contractors representative is currently performing said duties under the terms and conditions of a separate contract (DAAE07-01-C-N090). The instant Letter Contract does not include costs/funding for the Contractor representative.

H. 1.5 WARRANTY ADMINISTATION:

- H.1.5.1 The Contractor shall coordinate with the Government to determine whether correction shall be by rework or replacement. Defective and/or non-conforming components that are removed remain the property of the Government until such time as replacements are provided. At that point, the defective/non-conforming parts become the property of the Contractor.
- H.1.2.4 The Contractor is responsible to provide any replacement parts needed for warranty repairs. This includes parts for repair/replacement by the On-Site contractor representative located at the Egypt Tank Plant.
- H.1.2.5 In cases where failure analysis and correction can not be performed without evacuation of warranted items to the United States, the Contractor shall be responsible for transportation costs and liabilities related thereto. This includes packaging and movement of the items from the Egypt Tank Plant to the Contractors required CONUS facilities, and subsequent return of the warranted items to the Egypt Tank Plant.

*** END OF NARRATIVE H 001 ***

	<u>Regulatory Cite</u>	Title	Date
H-1	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-2	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-5	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-6	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-7	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-8	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	APR/2003
H-9	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
H-10	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-11	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-12	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-13	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-14	252.246-7001	WARRANTY OF DATA	DEC/1991
H-15	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
H-16	252.217-7000	EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS	DEC/1991

- (a) The Government may exercise the option(s) of this contract to fulfill foreign military sales commitments.
- (b) The foreign military sales commitments are for: Egypt CLINs: All.

[End of Clause]

H-17 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES APR/2003

- a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to--
 - (1) A bona fide employee of the Contractor; or
 - (2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

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- (b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:
 - (1) For sales to the Government of Egypt, contingent fees in any amount.
- (2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

[End of Clause]

H-18 52.217-4001 OPTION FOR INCREASED QUANTITIES -- SEPARATELY PRICED MULTIPLE LINE MAR/2000

(TACOM) ITEMS

NEED TO DETERMINE "WHEN" THE OPTIONS NEED TO BE EXERCISED SO THERE IS NO BREAK IN PRODUCTION

- (a) The Government hereby reserves the right to:
- (1) increase the quantity of contract line item number (CLIN) 0001AA by an additional number of up to 125 units. The unit price(s) for such option quantity shall be as set forth in CLIN 0002AA. The Government may exercise this option at any time, but in any event not later than 29 Dec 2006.
- (2) increase the quantity of contract line item number (CLIN) 0005AA by an additional number of units, up to a total of 125 each. The unit price(s) for such option quantity shall be as set forth in CLIN 0006AA. The Government may exercise this option at any time, but in any event not later than 29 Dec 2006.

(b) The options described in paragraphs (a)(1) and (a)(2) above may be exercised in increments, together or severally, subject to

- the stated total additional quantity limitations, price(s), and the above-stated times for exercise of the options.
- (c) Delivery of the items added by the exercise of these options shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

[End of Clause]

H-19 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY NOV/1995

- (a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.
 - (b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

	National	Commercial				
Line	Stock	Item		Source of Supply		Actual
<u>Items</u>	Number	(Y or N)	Company	Address	Part No.	_Mfg?_
(1)	(2)	(3)	(4)	(4)	(5)	(6)

- (1) List each item of supply and item of technical data.
- (2) If there is no national stock number, list "none."
- (3) Use \underline{Y} if the item is a commercial item; otherwise use \underline{N} . If \underline{Y} is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use \underline{Y} if the source or supply is the actual manufacturer; \underline{N} if it is not; and \underline{U} if unknown.

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H-20 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES 252 225-7003

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- (a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-
 - (1) The offer exceeds \$10 million in value; and
 - (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-
 - (i) Exceeds \$500,000 in value; and
 - (ii) Could be performed inside the United States or Canada.
 - (b) Information to be reported includes that for-
 - (1) Subcontracts;
 - (2) Purchases; and
 - (3) Intracompany transfers when transfers originate in a foreign location.
 - (c) The offeror shall submit the report using-
 - (1) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (2) A computer-generated report that contains all information required by DD Form 2139.
 - (d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.

(End of provision)

52.204-4005 H-21

REQUIRED USE OF ELECTRONIC CONTRACTING

APR/2004

(TACOM)

"Microsft 97" below should read "Microsoft 2002"

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr.gov/ . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm Rock Island: http://aais.ria.armv.mil/AAIS/AWDINFO/index.htm Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm

Red River Army Depot: http://www.redriver.army.mil/contracting/Awards

Anniston Army Depot: http://www.anadprocnet.army.mil

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (F
- ACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
- (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:
 - (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access

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- (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

- (f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.
- H-22 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 JAN/2002 (TACOM)
- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
 - $(1) \quad \text{Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: $DD250@tacom.army.mil} \\$
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
 - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://web1.whs.osd.mil/icdhome/DD-0999.htm

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://farsite.hill.af.mil/

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-15	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-17	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-18	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-19	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-20	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-21	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II)	OCT/2001
I-22	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-23	52.222-19	CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
I-24	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-25	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-26	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-27	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-28	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-29	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-30	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-31	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-32	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-33	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-34	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-35	52.227-3	PATENT INDEMNITY	APR/1984
I-36	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	APR/2003
I-37	52.229-6	TAXESFOREIGN FIXED-PRICE CONTRACTS	JAN/1991
I-38	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-39	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES this clause applies only when the Contractor has been determined eligible. See	APR/1998
		Section K.	
I-40	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-41	52.232-1	PAYMENTS	APR/1984
I-42	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-43	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-44	52.232-11	EXTRAS	APR/1984
I-45	52.232-17	INTEREST	JUN/1996
I-46	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-47	52.232-25	PROMPT PAYMENT	OCT/2003

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	Regulatory Cite	Title	Date
I-48	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-49	52.233-1	DISPUTES	JUL/2002
I-50	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-51	52.242-10	F.O.B. ORIGINGOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-52	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-53	52.242-13	BANKRUPTCY	JUL/1995
I-54	52.243-1	CHANGESFIXED-PRICE	AUG/1987
I-55	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-56	52.244-2	SUBCONTRACTS (ALT IAUG 1998)	AUG/1998
I-57	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-58	52.246-24	LIMITATION OF LIABILITYHIGH-VALUE ITEMS	FEB/1997
I-59	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in	APR/1984
		paragraph (a) of the clause applies in this contract. The agency	
		name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE &	
		ARMAMENTS COMMAND	
I-60	52.248-1	VALUE ENGINEERING	FEB/2000
I-61	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-62	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-63	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-64	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-	MAR/1999
		RELATED FELONIES	
I-65	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-66	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	NOV/1995
		THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	
I-67	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE	MAR/1998
		GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal	
		Register 27 Mar 98	
I-68	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-69	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-70	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-71	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-72	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-73	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
I-74	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-75	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-76	252.225-7042	AUTHORIZATION TO PERFORM	APR/2003
I-77	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC	SEP/2001
		ENTERPRISES	
I-78	252.227-7013	RIGHTS IN TECHNICAL DATANONCOMMERCIAL ITEMS	NOV/1995
I-79	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER	JUN/1995
		SOFTWARE DOCUMENTATION	
I-80	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-81	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE	JUN/1995
		RESTRICTIONS	
I-82	252.227-7030	TECHNICAL DATAWITHHOLDING OF PAYMENT	MAR/2000
I-83	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-84	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-85	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-86	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-87	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD	MAR/2000
		CONTRACTS)	
I-88	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-89	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST	OCT/1997
		OR PRICING DATAMODIFICATIONS ```(ALTERNATE III (OCT 1997))	

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception

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should be granted, and whether the price is fair and reasonable--

- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
 - (ii) Information on modifications of contracts of subcontracts for commercial items.
 - (A) If--
 - (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item,
 - (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the accquisition of an item other than a commercial item.
 - (B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--
 - (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
 - (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
 - (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
 - (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:
 - (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.
- (c) Submit the cost portion of the proposal via the following electronic media: Electronic Spreadsheet compatible with Excel for MS DOS or Windows 95, version 5.0 or earlier.

[End of Clause]

I-90 52.216-23 EXECUTION AND COMMENCEMENT OF WORK APR/1984

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Name of Offeror or Contractor: Honeywell international inc. (Formerly known as allieds

of the work, including purchase of necessary materials.

[End of Clause]

I-91 52.216-24 LIMITATION OF GOVERNMENT LIABILITY

APR/1984

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$42,515,025.00 dollars.
 - (b) The maximum amount for which the Government shall be liable if this contract is terminated is 42,515,025.00 dollars. (End of clause)

I-92 52.225-8 DUTY-FREE ENTRY

FEB/2000

- (a) Definition. "Customs territory of the United States" means the States, the District of Columbia, and Puerto Rico.
- (b) Except as otherwise approved by the Contracting Officer, the Contractor shall not include in the contract price any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.
- (c) Except as provided in paragraph (d) of this clause or elsewhere in this contract, the following procedures apply to supplies not identified in the Schedule to be accorded duty-free entry:
- (1) The Contractor shall notify the Contracting Officer in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of \$10,000 that are to be imported into the customs territory of the United States for delivery to the Government under this contract, either as end products or for incorporation into end products. The Contractor shall furnish the notice to the Contracting Officer at least 20 calendar days before the importation. The notice shall identify the--
 - (i) Foreign supplies;
 - (ii) Estimated amount of duty; and
 - (iii) Country of origin.
- (2) The Contracting Officer will determine whether any of these supplies should be accorded duty-free entry and will notify the Contractor within 10 calendar days after receipt of the Contractor's notification.
- (3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.
- (d) The Contractor is not required to provide the notification under paragraph (c) of this clause for purchases of foreign supplies if--
- (1) The supplies are identical in nature to items purchased by the Contractor or any subcontractor in connection with its commercial business; and
- (2) Segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.
- (e) The Contractor shall claim duty-free entry only for supplies to be delivered to the Government under this contract, either as end products or incorporated into end products, and shall pay duty on supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by the Contracting Officer, diverted to nongovernmental use.
- (f) The Government will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and will assist the Contractor in obtaining duty-free entry for these supplies.
- (g) Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to the contracting agency in care of the Contractor and shall include the--
 - (1) Delivery address of the Contractor (or contracting agency, if appropriate);
 - (2) Government prime contract number;
 - (3) Identification of carrier;

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Name of Offeror or Contractor: Honeywell international inc. (formerly known as allieds

(4)	Notation `	`UNITED	STATES	GOVERNMENT		[agen	су],		Duty-f	ree ent	try to b	e cla	imed pu	rsuant	to I	tem No	(s)
[from Tariff	Schedules]		Harmoni	zed Tariff	Schedule	s of	the U	nited	States.	Upon a	arrival	of sh	ipment	at por	t of e	entry,	District
Director of C	ustoms, ple	ase rele	ase shi	.pment under	19 CFR	part	142 a	nd not	ify [co	gnizant	t contra	ct adı	ministr	ation	office	e] for	execution
of Customs Fo	rms 7501 an	d 7501-A	and an	y required	duty-fre	e ent	ry ce	rtific	ates.''	;							

- (5) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and
- (6) Estimated value in United States dollars.
- (h) The Contractor shall instruct the foreign supplier to--
 - (1) Consign the shipment as specified in paragraph (g) of this clause;
 - (2) Mark all packages with the words ``UNITED STATES GOVERNMENT'' and the title of the contracting agency; and
- (3) Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.
- (i) The Contractor shall provide written notice to the cognizant contract administration office immediately after notification by the Contracting Officer that duty-free entry will be accorded foreign supplies or, for duty-free supplies identified in the Schedule, upon award by the Contractor to the overseas supplier. The notice shall identify the--
 - (1) Foreign supplies;
 - (2) Country of origin;
 - (3) Contract number; and
 - (4) Scheduled delivery date(s).
 - (j) The Contractor shall include the substance of this clause in any subcontract if--
- (1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or
 - (2) Other foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States.

[End of Clause]

I-93 252.217-7027 CONTRACT DEFINITIZATION

OCT/1998

- (a) A Firm Fixed Price contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a fixed price proposal and cost or pricing data supporting its proposal.
 - (b) The schedule for definitizing this contract action is as follows:

Target Date for Definitization: 180 days after submission of the fixed price proposal

Submission of Proposal: 60 days after Letter Contract award

Beginning of Negotiations: 60 days after submission of fixed price proposal

Submission of Make-or-Buy: With fixed price proposal

Submission of Subcontracting Plan: With fixed price proposal

Submission of Cost and Pricing Data: With fixed price proposal

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the

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approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

- (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-
- (i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
 - (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
 - (iii) Any other clauses, terms, and conditions mutually agreed upon.
- (2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action
 - (d) The definitive contract resulting from this undefinitized contract action will include a negotiated firm fixed price.

[End of Clause]

I-94 52.223-11 OZONE-DEPLETING SUBSTANCES

MAY/2001

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- (a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Evironnmental Protection Agency designates in 40 CFR part 82 as--
 - (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) ______ * _____, a substance(s which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-95 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS

APR/2003

- (a) Definitions. As used in this clause--
 - (1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.
- (2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

- (1) The contractor shall insert the following clauses in subcontracts for commercial items:
- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for contruction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

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Name of Offeror or Contractor: Honeywell international inc. (Formerly known as allieds

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);
- (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-96 52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

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- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-97 252.204-7004 ALTERNATE A

NOV/2003

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

- (a) Definitions. As used in this clause--
- "Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."
- "<u>Data Universal Numbering System (DUNS) number</u>" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
- "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
 - (2) The Contractor's CAGE code is in the CCR database; and
 - (3) The Government has validated all mandatory data fields and has marked the records "Active."

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Name of Offeror or Contractor: Honeywell international inc. (formerly known as allieds

I-98 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

- (a) Definitions. As used in this clause--
- (1) <u>Components</u> means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
 - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
 - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
 - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) <u>Subcontractor</u> means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) <u>Supplies</u> means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) <u>Supplies</u> includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) <u>U.S.-flag vessel</u> means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

- (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are-
 - (A) Noncommercial items; or
 - (B) Commercial items that-
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
 - (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
 - (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least

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45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information—
 - (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.
- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
 - (1) No ocean transportation was used in the performance of this contract;
 - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM CONTRACT

DESCRIPTION LINE ITEMS QUANTITY TOTAL

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based

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on the unauthorized use.

- (h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:
- (1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-99 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA

MAR/2000

- (a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor-
 - (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.
- (b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties
 - (1) In all subcontracts hereunder, if this contract is a construction contract; or
 - (2) If this contract is not a construction contract, in all subcontracts under this contract that are for-
 - (i) Noncommmercial items; or
 - (ii) Commercial items that-
 - (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

[End of Clause]

I-100 52.204-4009 (TACOM)

MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION

JUN/1999

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

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(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-101	52.247-4010 (TACOM)	TRANSPORTATION DATA FOR F	OB ORIGIN OFFERS	I	FEB/1994
	_	information for us to use of transportation costs.	in selecting the most favorak	ole mode of shipment.	We'll also use this
	Offeror represents th	aat:			
	(1) Facilities for s	shipping by rail			
	[] are [] are not				
available	e at the F.O.B. point(s	s) stated in this solicitati	on.		
	(2) If rail faciliti	es are not available at the	F.O.B. point(s), the name ar	nd location of the nea	arest team track is:
		NAME)	(LOCATION)		
	(3) Facilities for s	shipping by water			
	[] are [] are not				
available	e at the F.O.B. point(s	s) stated in this solicitati	on.		
	(4) Facilities for s	shipping by motor			
	[] are [] are not				
available	e at the F.O.B. point(s	s) stated in this solicitati	on.		
please in	(5) If there is a Co		ng Charge and you didn't incl	lude it in the offered	d unit price in Section B,
	RAIL:/	Unit MOTOR:	_/Unit WATER:	/Unit	
		BURSABLE LOADING CHARGE (NO THE SCHEDULE PAGE, SECTION E	T ALREADY IN THE OFFERED UNIT B, UNDER THE UNIT COLUMN.	PRICE) ON A PER UNIT	F BASIS. THE UNIT
	=	-	overall transportation evaluater all costs associated with 1		-

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding

[End of Provision]

I-102 52.247-4011 FOB POINT SEP/1978

the loading charge filled in above for transportation to the nearest rail facility.

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CONTINUATION SHEET	PIIN/SIIN W56HZV-0	04-C-0453	MOD/AMD		
Name of Offeror or Contractor: HONEYWELL	INTERNATIONAL INC. (FORME	CRLY KNOWN AS ALLIED	S		
Delivery on F.O.B. origin offers will near:	l be F.O.B. Carrier's equ	ipment, wharf, or fr	reight station, at the	Government's option, a	ıt or
(1) Contractor's Plants: <u>SE</u>	E E.1.1 (City) (3	State) (ZI	(County)		

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[End of Provision]

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SECTION J - LIST OF ATTACHMENTS

List of			Number	
Addenda	Title	Date	of Pages	Transmitted By
Attachment 001	CONTRACT DATA REQUIREMENTS LIST A001/A002		001	MAIL